



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of:       Tempo Automotive, Inc.

File:            B-224310

Date:            September 17, 1986

---

### DIGEST

Qualified Products List (QPL) requirement in invitation for bids is a material requirement that must be met at the time of bid opening. Protester's failure to identify product offered in response to QPL requirement renders its bid nonresponsive which may not be cured after bid opening.

---

### DECISION

Tempo Automotive, Inc. protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. DAAE07-86-B-J481, issued by the Army Tank-Automotive Command, Warren, Michigan. Tempo's bid was rejected for its failure to furnish required qualified products list (QPL) data.

We dismiss the protest.

The IFB requested bids for a quantity of an engine parts kit and required that the entire item offered be a qualified product. The IFB provided spaces for bidders to insert the identification and QPL data for the item and advised that failure to furnish this information would lead to rejection of the bid. Tempo's bid provided no information whatsoever on the engine parts kit that it was offering and, consequently, it was rejected as nonresponsive.

Tempo argues that the product it was offering was "the same as" a qualified product of a firm listed on the QPL. According to Tempo, the listed firm does not manufacture the major components of the kit but rather purchases them from the same sources as the protester does. Additionally, the protester states that the remaining components of the kit are simple commercial items readily available in the marketplace.

As we stated in D. Moody & Co., Inc., et al., 55 Comp. Gen. 1 (1975), 75-2 ¶ CPD 1: "[A] bidder's failure to indicate the identity of the product it is offering in such a manner

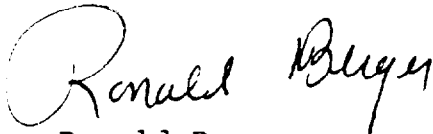
036723

as to permit the procuring agency to determine that its product is qualified must be considered a material omission rendering its bid nonresponsive." Since Tempo provided no identification whatsoever of its offered engine parts kit, the Army was correct in rejecting Tempo's bid as nonresponsive. Further, despite the protester's subsequent explanation, nonresponsiveness may not be cured after bid opening. Chemray Coatings Corp., B-201873, Aug. 17, 1981, 81-2 CPD ¶ 146.

Tempo also argues that in the past it was once permitted by the Army to furnish the QPL information after submitting its offer, suggesting that it should also have been permitted to do so here. The purchase referred to involved a negotiated procurement. This procurement, on the other hand, was conducted using sealed bidding procedures. In sealed bidding, responsiveness is a legal concept which relates to whether a bid constitutes an offer to perform the exact thing called for and upon acceptance will obligate the contractor to perform in accordance with all of the terms and conditions of the invitation. 49 Comp. Gen. 553 (1970). The concept of responsiveness, however, does not apply to negotiated procurements because defects in a proposal can be cured during the ensuing negotiations leading to a contract. Consequently, Tempo's contention is not relevant to our consideration of the responsiveness of its bid in this procurement.

Finally, Tempo argues that the government could have realized significant savings by acceptance of its bid. However, the importance of maintaining the integrity of the competitive bidding system outweighs the possibility that the government might realize a monetary savings should it allow a material deficiency in a particular procurement to be corrected or waived. See, e.g., Davlynne, Inc.--Reconsideration, B-195962, Dec. 6, 1979, 79-2 CPD ¶ 395.

The protest is dismissed. 4 C.F.R. § 21.3(f) (1986).



Ronald Berger  
Deputy Associate  
General Counsel